

STATE OF TEXAS

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COUNTY OF TRAVIS

AMENDMENT 1 TO CONTRACT NUMBER CON0000477

The Texas Juvenile Justice Department, hereinafter "TJJD," and Texas 1 Security, Inc. dba Texas Star Security, 600 S. Valley Mills Dr., Waco, Texas 76711, hereinafter "Contractor," acknowledge that they have previously entered into a contract to perform security services at the TJJD Central Office in Austin, Texas for the period of January 4, 2016, through August 31, 2017. This contract is identified as Contract Number CON0000477.

Both parties wish to continue the relationship that exists without a lapse in services. Contractor agrees to continue to provide services under the aforementioned existing contract, and TJJD agrees to continue to use Contractor's services during the term of this contract.

Contractor represents and warrants that the individual signing this Amendment is authorized to sign this document on behalf of Contractor and to bind Contractor under this Amendment.

Both parties hereto agree to be bound by the terms of the existing contract, subject to the following:

1. TJJD is hereby exercising its option to renew the contract term for an additional two (2) years for the period of September 1, 2017, through August 31, 2019.
2. Under Section II, Compensation, A. Contract Amount, the consideration for services being performed under the contract of a monthly not-to-exceed amount of \$9,326.75 and an annual not-to-exceed amount of \$111,921.00 for all fees and expenses shall also apply to this renewal term.
3. The contract is amended as follows under Section III, Certifications:
 - a. Article 5 is deleted and replaced in its entirety by the following:

Article 5: Human Immunodeficiency Virus Services Act Compliance

Section 1: Contractor certifies compliance with the Human Immunodeficiency Virus Services Act (Texas Health and Safety Code Chapter 85) requirements for maintenance of confidentiality regarding the human immunodeficiency virus (HIV) and its related conditions, including acquired immune deficiency syndrome (AIDS).

Section 2: Contractor further certifies that workplace guidelines have been developed and implemented in accordance with the Human Immunodeficiency Virus Services Act. Contractor may elect to use workplace guidelines developed and implemented by TJJD. Should Contractor not elect to use workplace guidelines developed and implemented by TJJD, Contractor agrees that its workplace guidelines shall be similar to TJJD's as required by Section 85.113 of the Texas Health and Safety Code.

Section 3: In the absence of confidentiality guidelines, Contractor is not eligible to receive state funds, and Contractor agrees to refund to the state any state funds Contractor receives while ineligible.

- b. The following Articles 26 and 27 are added:

"Article 26: Prohibition on Contracts with Companies Boycotting Israel

If Contractor is a "company," as defined under Texas Government Code Section 808.001(2), then pursuant to Texas Government Code Section 2270.002, by signing this contract Contractor certifies that it is a company that does not "boycott Israel," as defined under Texas Government Code Section 808.001(1), and will not do so at any time during the term of this contract.

Article 27: Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

If Contractor is a "company" as defined as under Texas Government Code Section 806.001, then pursuant to Texas Government Code, Chapter 2252, Subchapter F, Contractor certifies by signature that it is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization as identified on a list maintained under Texas Government Code Sections 806.051, 807.051, or 2252.153, and thus not prohibited from entering into this contract with TJJD or that it is a company affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organizations."

4. The contract is amended as follows under Section IV, General Provisions:

a. Article 1 is deleted and replaced in its entirety with the following:

"Article 1: Relationship of Parties

Contractor is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs and employees. No joint venture, partnership, or agency exists, nor shall be implied by the terms of this contract. No employee of Contractor shall become an employee of TJJD by virtue of this contract.

Contractor agrees and acknowledges that during the existence of this contract, Contractor shall be entirely responsible for the liability and payment of Contractor's and Contractor's employees' taxes of whatever kind, arising out of the performance of this contract. Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJD shall not be liable to Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJD or other state employee. Further, Contractor shall indemnify and hold harmless TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments."

b. The following Section 5 is added under Article 5: Termination:

"Section 5: Termination of this contract shall not release Contractor from liability or obligation set forth in the contract that is expressly stated to survive termination or by its nature would be intended to be applicable following termination, including, but not limited to, provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fee verifications."

c. Article 6 is deleted and replaced in its entirety with the following:

Article 6: Funding Out Clause

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply. In addition, state agencies are prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium. This contract is subject to termination, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

d. Contractor's address under **Article 11: Notice**, is changed to the following: 600 S. Valley Mills Dr., Waco, Texas 76711.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year last below written.

For the Texas Juvenile Justice Department:



David Reilly, Executive Director

8/10/17
Date

For Contractor:

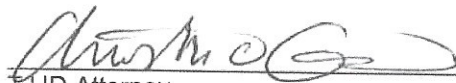


Signature

Amber Craft Director
Printed Name Title

8/23/17
Date

Approved as to form:



TJJJD Attorney

8/18/17
Date